

HOLLAND & HART LLP  
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DENVER TECH CENTER  
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SALT LAKE CITY

SUITE 500  
215 SOUTH STATE STREET  
SALT LAKE CITY, UTAH 84111-2346

TELEPHONE (801) 595-7800  
FACSIMILE (801) 364-9124

H. MATTHEW HORLACHER  
(801) 595-7823  
mhorlacher@hollandhart.com

March 12, 1999

Ms. Pamela Grubaugh-Littig  
Permit Supervisor/Reclamation Engineer  
State of Utah  
Department of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801

**Re: EARTHCO/Wellington Preparation Plant**

Dear Ms. Grubaugh-Littig:

In my rush to file the application, I omitted some appendices. Therefore, please find enclosed a copy of the certificate of insurance, Claredon America Insurance Company Policy #WR-003164-1, and copy of the Amended And Reinstated Acquisition Agreement For The Wellington Preparation Plant.

Please let me know if you require further documents or information.  
Thank you very much for your assistance and my apologies for the oversight.

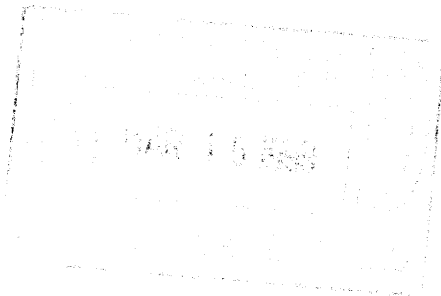
Best regards,

*H. M. Horlacher*

H. Matthew Horlacher  
for Holland & Hart LLP

HMH:zjh  
Enclosures

SLC:0024058.01



ACT/003/012  
#2

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/17/1999

PRODUCER

PRICE INSURANCE AGENCY  
54 W. MAIN ST. PO BOX 871  
PRICE, UT 84501-0871

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: CLARENDON AMERICA INSURANCE CO.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

INSURED

WCP DEVELOPMENT, LLC.  
3637 NO. MERIDIAN STREET, STE 100  
INDIANAPOLIS, IN 46208-4233

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	WR003164-1	11/01/98	11/01/99	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$EXCLUDED
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$EXCLUDED
					PERSONAL & ADV INJURY \$EXCLUDED
					GENERAL AGGREGATE \$1,000,000
					PRODUCTS - COMP/OP AGG \$EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

XCUI COVERAGES ARE INCLUDED IN FORM  
\$1000 DEDUCTIBLE BODILY INJURY/PROPERTY DAMAGE  
ADDITIONAL INSURED NEVADA POWER COMPANY AND NEVADA ELECTRIC INVESTMENT COMPANY  
MINE NAME: WELLINGTON LOADOUT MINE NUMBER ACT 007-012

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

STATE OF UTAH, DIVISION OF OIL,  
GAS & MINING  
1594 W. NORTH TEMPLE, SUITE #1210  
SALT LAKE CITY, UTAH 84114-5801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Mona Jaramillo*

# PRICE INSURANCE AGENCY

*"All Kinds of Insurance"*

*Celebrating Our 40<sup>th</sup> Anniversary*

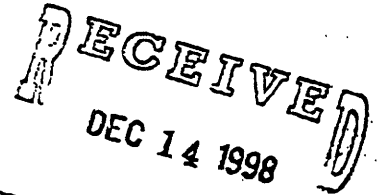
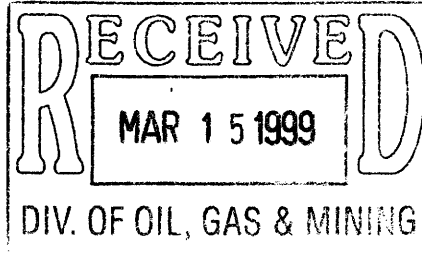
54 West Main Street  
P.O. Box 871  
Price, Utah 84501-0871

(435) 637-3351

Fax (435) 637-0503

Toll Free (800) 464-3351

December 08, 1998



Earthco  
% Jerry Slusser  
3637 North Meridian Street, Suite 100  
Indianapolis, IN 46208-4233

RE: Clarendon America Insurance Company  
# WR-003164-1

Dear Mr. Slusser,

Thank you for the opportunity to serve your business insurance needs.

Enclosed is your renewal policy. Please review the information carefully and let us know if you need us to make any changes or have questions regarding your insurance protection.

We appreciate your time and cooperation and look forward to providing the important commercial coverages that will protect you. We have a professional staff dedicated to assist you by providing quick, professional and friendly service. Again we thank you!

Best regards,

A handwritten signature in cursive script, appearing to read "Mona Jaramillo".

Mona Jaramillo  
Agent

Enclosures

NOTE: Your current protection includes an inside defense cost limit, however, the company has offered as an option, an outside defense limit. The total annual premium for this type of coverage would be \$1,368.96. Please notify our office if you are interested in changing your coverage.

Walton Risk Services, Inc.  
919 North Michigan Avenue  
Chicago, Illinois 60611

## **YOUR POLICY**

**WR-003164-1**

Your policy contains endorsements that affect your coverage such as but not limited to:

- **DEDUCTIBLE or SELF-INSURED RETENTION PROVISIONS**
- **PREMIUM AUDIT PROVISIONS**
- **CONSENT TO JURISDICTION PROVISIONS**

**FAX ALL CLAIMS/INCIDENTS to our CLAIM DEPARTMENT  
at 1-800-258-3617.**

## **HELP STOP CLAIM FRAUD !**

### **INSURANCE FRAUD COSTS ALL OF US**

- About ten percent of all property/casualty claims are fraudulent.
- Insurance fraud costs \$17 billion annually.
- Insurance fraud is a significant reason for rising auto insurance costs.
- Everyone who buys insurance pays for insurance crime.

**CLARENDON AMERICA INSURANCE COMPANY**  
TRENTON, NEW JERSEY

COMPANY REPRESENTATIVE: WALTON RISK SERVICES, 919 NORTH MICHIGAN AVENUE,  
CHICAGO, ILLINOIS 60611 PHONE (312) 649-1633

**COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS  
OCCURRENCE FORM**

POLICY NO. WR-003164-1 RENEWAL OF: WR-003164  
PRODUCER: BURNS & WILCOX, LTD.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, AND SUBJECT TO THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

EARTHCO  
C/O VALTEC CAPITAL CORPORATION  
4118 NORTH MERIDIAN STREET  
INDIANAPOLIS, IN 46208

Policy Period: From NOVEMBER 01, 1998 TO NOVEMBER 01, 1999  
At 12:01 A.M. Standard time at your mailing address shown above

Form of Business: CORPORATION

"The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah Insurance Commissioner. This policy receives no protection from any of the guaranty associations created under Chapter 28, Title 31A."

**ITEM 2. LIMITS OF INSURANCE AND DEDUCTIBLE:**

PAYMENT OF EXPENSES AS DEFINED IN SUPPLEMENTARY PAYMENTS - COVERAGES A AND B WILL  
REDUCE THE LIMITS OF INSURANCE.

Each Occurrence:	\$1,000,000	\$ 100.00	Policy Fee
Policy Aggregate:	\$1,000,000	10.00	Filing Fee
Deductible, Each Claim:	\$1,000	51.43	State Taxes
		3.03	Stamping Fee

**ITEM 3. PREMIUM AUDIT:**

Audit Frequency: NONE  
Audit Based Upon:

**NO FLAT CANCELLATIONS:**  
**NOTICE: THIS POLICY CONTAINS**  
**A MINIMUM EARNED PREMIUM**  
**PROVISION. READ YOUR POLICY**

**ITEM 4. POLICY PREMIUM:**

Minimum and Advance:	\$1,000	SUBJECT TO AUDIT
Additional:	\$100	NOT SUBJECT TO AUDIT
Total Due:	\$1,100	

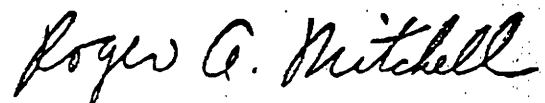
**ITEM 5. FORMS / ENDORSEMENTS ATTACHED AT ISSUANCE INCLUDE:**

WR-1902 (5/98), WR-1512 (10/97), WR-1513 (11/97), WR-1514 (11/97), WR-4004 (10/97),  
WR-4013 (10/97), WR-4015 (10/97), WR-4016 (10/97), WR-5004 (10/97), WR-6001 (10/97),  
WR-3001 (10/97),

UTAH SURPLUS LINES TAXES AND FEES TO BE FILED BY BURNS & WILCOX LTD

**ITEM 6. REPORTING OF CLAIMS (ITEM 2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS): NOTICE  
OF OCCURRENCE, OFFENSE, CLAIM OR SUIT SHOULD BE DIRECTED TO:**

WALTON RISK SERVICES, INC.  
919 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611



AUTHORIZED SIGNATURE

WR-1901 (9/97) 11-03-98

# **CLARENDON AMERICA INSURANCE COMPANY**

**Policy Number: WR-003164-1**

## **SERVICE OF SUIT**

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such court or any Appellate Court to which appeals therefrom may be taken.

Service of process in such suit may be made upon the Commissioner of Insurance of the State of New Jersey, 20 West State Street CN325, Trenton, New Jersey 08625. The Company agrees, in the event of any suit instituted with respect to insurance afforded or alleged to be afforded under this Policy, to abide by the final decision of such court or of any Appellate Court in the event of subsequent appeal. The Commissioner of Insurance of the State of New Jersey is authorized and directed to accept service of process on behalf of the Company in any such suit.

Further, pursuant to any statute of any State of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom may be served any lawful process in any suit instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Contract of Insurance, and hereby designates the Secretary of Clarendon Insurance Group, Inc., 1177 Avenue of the Americas, New York, New York 10036 and the Secretary of Walton Risk Services, Inc., 919 North Michigan Avenue Suite 1800, Chicago, Illinois 60611 as the persons to whom said officer is authorized to mail such process or a true copy thereof.

**Effective Date: 11/01/98**

**The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.**

**WR-1512 (10/97)**

# **CLARENDON AMERICA INSURANCE COMPANY**

**Policy Number: WR-003164-1**

## **EXCLUSION - MEDICAL PAYMENTS**

**It is agreed that this insurance does not apply to COVERAGE C - MEDICAL PAYMENTS.**

**It is further agreed that Item 5. of SECTION III - LIMITS OF INSURANCE is deleted in its entirety.**

**Effective Date: 11/01/98**

**The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.**

**WR-1513 (11/97)**

# **CLARENDON AMERICA INSURANCE COMPANY**

**Policy Number: WR-003164-1**

## **EXCLUSION - FIRE DAMAGE LIABILITY**

**It is agreed that this policy does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner.**

**It is further agreed that the last paragraph of Item 2. Exclusions of SECTION I - COVERAGE A, as set forth below, is deleted in its entirety:**

**Coverage A Exclusions 2(c) through 2(e) and 2(g) through 2(n) do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.**

**It is further agreed that Item 4. of SECTION III - LIMITS OF INSURANCE is deleted in its entirety.**

**Effective Date: 11/01/98**

**The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.**

**WR-1514 (11/97)**



# CLARENDON AMERICA INSURANCE COMPANY

Policy Number: WR-003164-1

## EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This insurance does not apply to "bodily injury" or "property damage" "personal injury" or "advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
2. Supervisory, inspection or engineering services.

Effective Date: 11/01/98

The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.

WR-4004 (10/97)

# **CLARENDON AMERICA INSURANCE COMPANY**

**Policy Number: WR-003164-1**

## **EXCLUSION - PERSONAL AND ADVERTISING INJURY**

**COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.**

**Effective Date: 11/01/98**

**The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.**

**WR-4013 (10/97)**

# **CLARENDON AMERICA INSURANCE COMPANY**

**Policy Number: WR-003164-1**

## **EXCLUSION - PRODUCTS - COMPLETED OPERATIONS HAZARD**

**This insurance does not apply to "bodily injury" or "property damage" included within the "products - completed operations hazard."**

**Effective Date: 11/01/98**

**The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.**

**WR-4015 (10/97)**

# **CLARENDON AMERICA INSURANCE COMPANY**

**Policy Number: WR003164-1**

## **EXCLUSION - PROFESSIONAL LIABILITY**

It is agreed that such insurance afforded by this policy shall not apply to any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the Insured in the conduct of any of the "insured's" business activities.

**Effective Date: 11/01/98**

**The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.**

**WR-4016 (10/97)**

# CLARENDON AMERICA INSURANCE COMPANY

Policy Number: WR-003164

## LIMITATION OF COVERAGE TO DESIGNATED PREMISES

Coverage is provided only for "bodily injury," "property damage," "personal injury" and "advertising injury," to which this insurance applies, arising out of the insured's interest in the premises, site or location scheduled below:

### SCHEDULE

PREMISES: TWP. 15 S. R 11 E., SEC.  
8,9,10,15,16 AND 17  
Carbon County, UT (Outside Wellington)

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Effective Date: November 01,1998

The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.

WR-5004 (10/97)

# CLARENDON AMERICA INSURANCE COMPANY

Policy Number: WR-003164-1

## INDEPENDENT CONTRACTORS WARRANTY

The Insured hereby represents and warrants:

1. Each Independent Contractor hired by the Insured has agreed in writing to hold harmless, defend and indemnify the Insured for any liability arising out of any act, error or omission of the independent contractor.
2. Each Independent Contractor hired by the Insured shall carry and maintain, at all times, commercial general liability insurance naming the Insured as an additional insured and that the Independent Contractor's policy shall be primary with respect to any injury or damage of any kind arising from the scope of work of the Independent Contractor or any act, error or omission of same.
3. The commercial general liability insurance carried and maintained by the Independent Contractor naming the Insured as an additional insured shall have limits as scheduled below and shall be fully available at all times for the benefit of the Insured:

### SCHEDULE

#### COVERAGES

#### COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### LIMITS OF LIABILITY

Limit of Liability  
Per Occurrence: \$ 1,000,000

Bodily Injury Liability  
and Property Damage  
Liability Combined.

It is agreed that in the event there is a breach of any warranty provided in this Endorsement, the Company has no obligation to defend or indemnify the Insured in any claim, lawsuit, arbitration or alternative dispute resolution proceeding arising from the scope of work or any act, error or omission of the of the Independent Contractor.

It is further agreed that the insurance provided under this Policy is excess over the commercial general liability insurance carried and maintained by the Independent Contractor.

Effective Date: 11/01/98

The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.

WR-6001 (10/97)

# CLARENDON AMERICA INSURANCE COMPANY

Policy Number: WR-003164-1

## ADDITIONAL INSURED ENDORSEMENT

It is hereby agreed that the following is added as an additional insured solely for liability for "bodily injury" or "property damage" arising from any act, error or omission of the Named Insured only, which occurs within the scope of the Named Insured's work:

Nevada Power Company  
and Nevada Electric Investment Company  
(A subsidiary)  
P.O. Box 320  
Las Vegas, NV 89151-0320

It is further agreed and understood that the Company has no obligation to defend or indemnify the additional insured in any claim, lawsuit, arbitration or alternative dispute resolution proceeding in which the Company determines that there is no obligation to defend or indemnify the Named Insured.

Effective Date: November 01, 1998

The DECLARATIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS and CONDITIONS of this policy otherwise remain unchanged.

WR-3001 (10/97)